

ALES

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- manufacturing and] selling the Goods
use the Goods in accordance with
is accepted by the Buyer, or any
Seller.

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- the exclusion of any other terms
otation is accepted or purported to
is made or purported to be made
s or conditions.

than a Saturday, Sunday or bank

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incorporated, established or resident in England & Wales who is the Seller which states that it is the Seller's goods to that person or whose order is placed by the Seller;

Terms and conditions of sale set out
and (unless the context otherwise
shows) any special terms and conditions
between the Buyer and the Seller;

for the purchase and sale of the
conditions;

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which the Goods are to be delivered
buyer's order and accepted by the

including any instalment of the (for them) which the Seller is to ce with these Conditions [as pecified in the Seller's sales

- Company registered in England under
communication effected by telex, facsimile
comparable means.

te or a provision of a statute shall
te or provision as amended, re-

on" shall mean and include an

venience only and shall not affect

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3. Incoterms

In these Conditions “Incoterms” means the International rules for the interpretation of trade terms of the International Chamber of Commerce 2020 or any subsequently published set of those rules. Unless the context otherwise requires, given a particular meaning in these Conditions, Incoterms shall have the same meaning in these Conditions.

4. Basis Of Sale

4.1 No contract for the sale of Goods shall arise unless and until:

4.1.1 the Seller has issued a quotation to the Buyer which is expressed to be on the terms of these Conditions and the Buyer has accepted those terms;

4.1.2 the Seller has received by the Buyer an order which the Seller shall be deemed to have accepted.

4.1.2.1 Seller's order;

4.1.2.2 Seller's quotation;

4.1.2.3 Issue of invoice.

4.2 A quotation issued by the Seller shall be capable of acceptance by the Buyer until the date specified in the quotation, which shall be the last date on which it may be accepted.

4.3 An order placed by the Buyer shall be capable of acceptance by the Seller until the date specified in the order, which shall be the last date on which it may be accepted.

4.4 A quotation by the Seller shall be capable of acceptance by the Buyer only if it is a written acceptance of the quotation in writing and signed by the Seller.

4.5 No order which has been accepted by the Seller shall be cancelled by the Buyer except with the prior written consent of the Seller. The Buyer shall indemnify the Seller for all loss (including loss of profit), damages, charges and expenses incurred by the Seller as a result of cancellation.

4.6 Sales literature, price lists, catalogues, brochures, circulars, etc. issued or published (whether in hard copy or electronic form) by the Seller in relation to the Goods are not to constitute offers to sell the Goods which are capable of acceptance.

4.7 Any typographical, clerical or other errors or omissions in any sales literature, quotation, invoice or other document issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4.8 The Seller's employees, agents, representatives or other persons acting on behalf of the Seller in writing. In no event shall the Seller be liable for any breach of or failure to fulfil, any such representation or warranty so confirmed.

International rules for the interpretation of trade terms of the International Chamber of Commerce 2020 or any subsequently published set of those rules. Unless the context otherwise requires, given a particular meaning in these Conditions, Incoterms shall have the same meaning in these Conditions.

er shall arise unless and until:

quotation to the Buyer which is expressed to be on the terms of these Conditions and the Buyer has accepted those terms;

conditionally accepted an order which the Seller shall be deemed to have accepted. For this purpose, acceptance by the Buyer shall be deemed to have occurred, either the:

the order; or

or

be capable of acceptance by the Buyer until the date specified in the quotation, which shall be the last date on which it may be accepted.

withdrawn cancelled or altered prior to acceptance by the Seller. The Seller may agree in writing at any time prior to acceptance.

of order by the Seller consisting of a written acceptance of the quotation in writing and signed by the Seller. A quotation by the Seller shall be capable of acceptance by the Buyer only if it is a written acceptance of the quotation in writing and signed by the Seller.

The Seller may be cancelled by the Buyer except with the prior written consent of the Seller and on terms that the Buyer shall indemnify the Seller for all loss (including loss of profit), damages, charges and expenses incurred by the Seller as a result of cancellation.

ents issued or published (whether in hard copy or electronic form) by the Seller in relation to the Goods are not to constitute offers to sell the Goods which are capable of acceptance.

al errors or omissions in any sales literature, quotation, invoice or other document issued by the Seller shall be subject to correction without any liability on the part of the Seller.

not authorised to make any representations or warranties on behalf of the Seller in relation to the Goods unless confirmed by the Seller in writing. In no event shall the Seller be liable for any breach of or failure to fulfil, any such representation or warranty so confirmed.

5. Specifications

- 5.1 The specifications of the Goods shall be those set out in the Seller's sales documentation unless the Buyer's order and the variations are expressly accepted by the Buyer.
- 5.2 The Seller reserves the right to make changes in the specifications of the Goods which are in accordance with any applicable safety or other statutory or regulatory requirements. Such changes to those specifications shall not materially affect the quality or performance of the Goods.
- 5.3 Illustrations, photographs, price lists or other documents, whether in catalogues, brochures, or otherwise, which the Seller are intended as a guide only and the content shall not be binding on the Seller.
- 5.4 The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list. Goods are supplied in outer packages containing a specified number of units. Orders received in multiples of that specified number. Orders received in quantities other than these will be adjusted to the nearest multiple acceptable to the Seller.

6. Price

- 6.1 The price of the Goods shall be the price stated in << >> current at the date of acceptance of the order by the Seller, or any other price as may be agreed in writing by the Seller.
- 6.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list, the quoted price shall be valid for 90 days unless otherwise specified in the quotation.
- 6.3 The Seller reserves the right to increase the price to the Buyer at any time before delivery, to increase the price to reflect any increase in the cost of the Goods beyond the control of the Seller (including, without limitation, exchange fluctuation, currency fluctuations, changes in delivery dates, quantities or specifications for the Goods requested by the Buyer, or any delay or failure of the Buyer to give the Seller adequate information).
- 6.4 The price is exclusive of the following:
- 6.4.1 the cost of obtaining necessary export documents (including any export or customs clearances, certificates of origin, etc.);
 - 6.4.2 any applicable taxes, duties, excise, sales taxes, export charges, duties or levies which are imposed or levied by any fiscal authority in respect of the Goods into the country in which the Goods are to be effected or necessary to effect delivery;
 - 6.4.3 postage, packing, handling or insurance charges and shall be reimbursed by it forthwith in addition to the price of the Goods.
- 6.5 Port surcharges and other charges are not included in the freight rate and will be for the account of the Buyer.
- 6.6 The cost of pallets and other handling equipment will be charged to the Buyer in addition to the price of the Goods. Credit will be given to the Buyer for the value of any such equipment.

provided they are re-sold at a price that leaves the Seller's net expense undamaged to the Seller.

7. Payment

- [illegible]

8. Delivery

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| <p>8.1 Delivery of the Goods shall be made in accordance with Incoterms 2010, unless otherwise agreed. Delivery shall be made:</p> <p>8.1.1 by the Seller by air, by sea, by rail or by road, or by any combination thereof, using appropriate documents of lading, or</p> <p>8.1.2 by delivering the Goods to a carrier, or to a warehouse or other third party, specified in the Buyer's orders, or</p> <p>8.1.3 by the Buyer collecting the Goods at the place of destination to which the Goods are to be delivered by the Seller, or</p> <p>8.1.4 if no place of destination is specified, by the Buyer collecting the Goods at the Seller's place of business, or at another place specified by the Seller after the Seller has notified the Buyer that the Goods are ready for collection.</p> | <p>and risk in the Goods will pass in accordance with Incoterms 2010, unless otherwise agreed, otherwise delivery of the Goods shall be made:</p> | <p>Incoterms 2010, unless otherwise agreed. Delivery shall be made:</p> |
| <p>8.2 On delivery, the Seller (or the carrier or warehouse or other third party to whom the Seller has notified the Goods are ready for collection) shall provide the Buyer with such necessary export documents and any necessary customs</p> | <p>Incoterms 2010, unless otherwise agreed, otherwise delivery of the Goods shall be made:</p> | <p>Incoterms 2010, unless otherwise agreed. Delivery shall be made:</p> |

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declarations or export documents to provide.

Buyer is unable to prepare or

8.3 Goods despatched by the post office in the

when the Goods are accepted by

8.4 Unless otherwise agreed, insurance of all Goods on behalf of the Buyer

Buyer and the Seller, shipment and C.A. will be arranged by the Seller to be paid by the Buyer.

8.5 The Seller shall enclose the shipping instructions given by the Buyer with its orders for part shipments and to the United Kingdom

the Seller reserves the right to make its Seller's choice from any port in

8.6 Where the Buyer is responsible for any failure of notice of the vessel

shipment the Seller shall not be liable by the Buyer to give due

8.7 The Delivery Date is in essence unless previously delivered by the Seller notice to the Buyer. Delivery Date the Seller

time for delivery shall not be of the Seller in writing. The Goods may be Delivery Date upon giving reasonable Goods at any time after the Seller in respect of such late delivery.

8.8 Where the Goods are constitute a separate more of the instalment the Buyer in respect to treat the Contract

instalments, each delivery shall the Seller to deliver any one or these Conditions or any claim by instalments shall not entitle the Buyer to.

8.9 If the Buyer fails to meet the Delivery Date and/or consents or authorises that date, the Seller store or arrange for provision of Conditions shall be deemed to costs and expenses such failure.

Goods or any part of them on the instructions, documents, licences, the Goods to be delivered on giving written notice to the Buyer to Goods and then notwithstanding the shall pass to the Buyer, delivery the Buyer shall pay to the Seller all insurance charges arising from

8.10 The Seller shall not delivery of the Goods sold inclusive of any any increases in, or Contract and before new port or airport however caused shall discretion of the Seller

incurred for whatever reason after taken place. Where the Goods are handling, port or insurance charges, charges arising after the date of the Goods or arising through deviation to a Seller's request or through any delay amount subject to the absolute

9. Insurance

9.1 Unless otherwise agreed, Goods sold C.I.F. warehouse or place of ordinary course of trade

arranged by the Buyer and the Seller, the time the Goods leave the commencement of transit, throughout the

9.1.1 delivery to the destination

warehouse or place of storage at order;

- 9.1.2 delivery to a place of storage whether prior to delivery at the place of storage specified in the Buyer's order or otherwise. The Buyer may elect to use either:
- 9.1.2.1 for storage in the ordinary course of transit, or;
- 9.1.2.2 for all other purposes.
- 9.1.3 the expiry of the period of discharge over side of the vessel at the final port of discharge or on the expiry of << the Goods from an aircraft at the final place of destination shall first occur.
- 9.2 Insurance of Goods shall be effected by the Seller on behalf of and in the name of the Buyer for the C.I.F. value of the Goods plus << >> per cent against all risks of war and other marine risks (or air, land and inland water risks). All special risks involved in the carriage of the Goods shall be for the Seller's account. Claims are payable to the overseas agent of the Seller's insurers.
- 9.3 All costs arising from the carriage of Goods sold other than the cost of the Goods shall be effected at the Buyer's request on the Buyer's account.
10. **Inspection/Shortages**
- 10.1 The Buyer is under no liability to inspect the Goods on delivery or on collection as the case may be.
- 10.2 Where the Goods are delivered by carrier's note or such other note as may be required, the Seller shall be under no liability for damage or shortages that would not be apparent on reasonable inspection if the terms of this clause are not complied with and, in any event, the Seller shall be under no liability if a written complaint is not delivered to the Seller within << >> days of delivery detailing the nature of the complaint.
- 10.3 The Seller shall be under no liability for damage or shortages that would not be apparent on reasonable inspection if the terms of this clause are not complied with and, in any event, the Seller shall be under no liability if a written complaint is not delivered to the Seller within << >> days of delivery detailing the nature of the complaint.
- 10.4 In all cases where the Seller is under no liability in accordance with the above, the Seller shall be under no liability if a written complaint is not delivered to the Seller within << >> days of delivery detailing the nature of the complaint.
- 10.5 In all cases where the Seller is under no liability in accordance with the above, the Seller shall be under no liability if a written complaint is not delivered to the Seller within << >> days of delivery detailing the nature of the complaint.
11. **Risk And Property**
- 11.1 Risk of damage to the Goods shall pass to the Buyer in accordance with the relevant provisions of Incoterms where Incoterms do not for any reason apply:
- 11.1.1 In the case of delivery to the Buyer at the Seller's premises, the time when the Seller is under no liability shall be the time that the Goods are available for collection; or
- 11.1.2 In the case of delivery to the Buyer at a place other than the Seller's premises; the time when the Seller is under no liability shall be the time that the Buyer wrongfully fails to take delivery of the Goods when the Seller has tendered delivery.

11.2 Notwithstanding the provisions of these Conditions, the risk in the Goods, or any other provision of these Conditions, shall not pass to the Buyer until the Seller has received cleared funds payment in full of the price of the Goods or agreed to be sold by the Seller to the Buyer [and all other charges on the Seller's account] for which payment is then due.

11.3 Until such time as the [REDACTED] passes to the Buyer:

11.3.1 the Buyer shall store the Goods as bailee, and shall store the Goods, on the Buyer's premises, in a warehouse or other place of storage, stored, [properly stored, and properly insured against loss or damage to the Goods, their price];

11.3.2 the Buyer shall not resell to a third party the Goods and pass good title to the third party in the ordinary course of the Buyer's business. The Buyer shall hold the proceeds of any resale on trust for the Seller in the joint names of the Seller and Buyer and account to the Seller for the proceeds of the Goods and shall keep a separate account of the same from any moneys or property of the Buyer and

11.3.3 the Buyer shall keep the proceeds on trust for the Seller in a separate account, and shall keep the proceeds of the Seller and Buyer and account to the Seller for the proceeds and shall keep all such proceeds and shall keep all moneys of the Buyer and third parties; and

11.3.4 provided the Seller has not received payment in full and the Goods have not been resold, the Seller shall be entitled to require the Buyer to deliver up the Goods to the Seller. If the Buyer fails to do so forthwith, to enter into a warehouse or any third party where the Goods are stored and re-

11.4 The Buyer shall not, in any way charge by way of security for any indebtedness of the Buyer, goods which remain the property of the Seller, but if the Buyer shall be indebted to the Seller by owing by the Buyer to the Seller shall (without prejudice to the Seller's right of remedy of the Seller) forthwith become due and payable.

12. Assignment

12.1 The Seller may assign all or part of it to any person.

12.2 The Buyer shall not assign, subcontract, delegate, sell, convey, or otherwise dispose of, or in any other manner transfer, assign, transfer, mortgage, charge, or deal in any other manner with any of its rights or obligations under this contract or any part of it without the prior written consent of the Seller.

13. Warranties And Liability

13.1 Subject to the conditions set forth in the Seller's standard terms and conditions of sale, Seller warrants that the Goods will conform to the specifications at the time of delivery and will be of satisfactory quality. Buyer agrees to comply with this warranty in accordance with the terms referred to in these conditions.

13.2 The Buyer shall be responsible for proper testing and inspection of the Goods at the time of the shipment. The Seller shall have no liability in respect of the Goods which would be apparent on

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that inspection if
inspection and mak

the shipment both carry out that
at defect.

- 13.3 The Seller shall be
wear and tear to the
its agents or emplo
the Seller's instruct
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any other act or om
any third party.

ect of the Goods arising from fair
ce of or wilful damage by Buyer or
ormal conditions, failure to follow
oods (whether oral or in writing),
s without the Seller's approval, or
Buyer, its employees or agents or

- 13.4 Subject as expressl
other terms wheth
quality, condition, d
are excluded to the

itions, all warranties, conditions or
r common law or express as to
ith sample, or fitness for purpose,
y law.

- 13.5 Subject as express
containing any defe
prior agreement in v

ditions, no Goods, whether or not
returned to the Seller without the

- 13.6 Any Goods returne
defect within [7] da
order and which the
defect would not b
charge or, at the S
credit to the Buyer
no further liability to

Buyer gives written notice of any
the place specified in the Buyer's
supplied with a defect where such
n shall either be replaced free of
the Seller shall instead refund or
e Goods but the Seller shall have

- 13.7 Except as expressly
to the Buyer by re
warranty, condition
or under the expre
loss or damage su
profit or indirect o
consequential com
negligence of the S
or in connection w
Buyer.

itions, the Seller shall not be liable
ation, or any express or implied
y at common law or under statute,
t, for any direct or consequential
cluding, without limitation, loss of
expenses or other claims for
(and whether caused by the
ts or otherwise) which arise out of
ods or their use or resale by the

- 13.8 The Buyer shall en
use or sale of the
Goods, any use or
applicable statutory
and handling of the
directions given by
authority and the B
damage which the
comply with this cor

extent that instructions as to the
the packaging or labelling of the
the Buyer is in compliance with all
requirements and that the storage
is carried out in accordance with
etent governmental or regulatory
Seller against any liability loss or
a result of the Buyer's failure to

- 13.9 No provision of thes
shall affect the inte
such provisions sha

or limiting any liability of the Seller
y other such provision(s), and all
ulatively.

14. [Limitation of Liability]

- 14.1 The following prov
(including any liabil
sub-contractors) to

re financial liability of the Seller
ons of its employees, agents and

14.1.1 any breach o

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15.2.2 the Buyer becomes insolvent or makes any administration order or makes any order for the appointment of liquidators (within the meaning of the Insolvency Act 1986) or (being a company) becomes bankrupt or (being a company) is wound up or (being a company) is placed in administration; or

15.2.3 an encumbrance is placed on the property or a receiver is appointed, of any of the property; or

15.2.4 the Buyer ceases to carry on business; or

15.2.5 any event described in Clause 15.2.2 to Clause 15.2.4 occurs in any jurisdiction in which the Buyer is incorporated; or

15.2.6 the Seller receives notice from the Buyer that any of the events mentioned above is about to occur and notifies the Buyer accordingly.

15.3 If Condition 15.2 applies, the Seller shall be entitled to any other right or remedy available to the Seller and shall be entitled to cancel the Contract or suspend any further performance of the Contract without any liability to the Buyer, and if the Goods are delivered but not paid for, the price shall be payable notwithstanding any previous agreement or arrangement.

16. Confidentiality, Publication

16.1 The Buyer undertakes

16.1.1 the Buyer will not disclose to any third party the Contract and all information obtained by the Buyer in connection with the business, affairs, customers, clients, suppliers or the Seller;

16.1.2 the Buyer will not, except as required by Conditions 16.2 and 16.3, use or disclose the information obtained by the Buyer in connection with the business, affairs, customers, clients, suppliers or the Seller without the Seller's prior written consent. This undertaking shall not apply to information which may be required by law, a court of law or a governmental or regulatory authority;

16.1.3 the Buyer will not, except as required by Conditions 16.2 and 16.3, use or permit any other person to use the Seller's name, trade name, trade mark, emblem or symbol which the Seller is licensed to use, or any other information or by the Seller upon any premises, documents or other printed matter or in any other manner whatsoever unless such use is authorised in writing by the Seller and

16.1.4 the Buyer will ensure compliance with this condition by its officers, servants and agents.

16.2 The Buyer may for the purpose of exercising its rights and performing its obligations under the Contract use the information which is, according to this Condition 16, confidential

16.3 The Buyer may disclose the information which is, according to this Condition 16, confidential to its employees, officers, servants and agents who need to know the information for the purpose of exercising its rights and performing its obligations under the Contract

16.4 This Condition shall not apply to information which is, according to this Condition 16, confidential to the Seller.

17. **Data Protection**

The Seller will only collect the Seller's <<insert document location(s)>>.

Buyer's personal data as set out in the Seller's <<insert document location(s)>> Notice>> available from <<insert document location(s)>>.

18. **Communications**

18.1 All communications shall be sent to and delivered by hand or by first class post or by e-mail and in the case of communication by post or e-mail:

18.1 All communications shall be in writing and shall be sent to and delivered by hand or by first class post or by e-mail and in the case of communication by post or e-mail:

18.1.1 the Seller, to the Seller's email address or such changed email address as the Seller shall be notified to the Buyer by the Seller; or

18.1.1 the Seller, to the Seller's email address or such changed email address as the Seller shall be notified to the Buyer by the Seller; or

18.1.2 to the Buyer (if it is a company) or to the Buyer set out in the Contract or such other postal or email address as the Buyer shall be notified to the Seller by the Buyer.

18.1.2 to the Buyer (if it is a company) or to the Buyer set out in the Contract or such other postal or email address as the Buyer shall be notified to the Seller by the Buyer.

18.2 Communications shall be deemed to have been received:

18.2 Communications shall be deemed to have been received:

18.2.1 if sent by post, two Business Days after posting (exclusive of the day of posting);

18.2.1 if sent by post, two Business Days after posting (exclusive of the day of posting);

18.2.2 if delivered by hand, on the day of delivery;

18.2.2 if delivered by hand, on the day of delivery;

18.2.3 if sent by e-mail, on the day of sending and receipt.

18.2.3 if sent by e-mail, on the day of sending and receipt.

18.3 Communications addressed to the Buyer shall be marked for the attention of the Buyer << >>.

18.3 Communications addressed to the Buyer shall be marked for the attention of the Buyer << >>.

19. **Force Majeure**

19.1 In the event that either party is prevented from or delayed in fulfilling its obligations under the Contract by a circumstance or cause beyond its control including but not limited to war, national emergency, strikes, regulations, bye-laws, prohibitions or measures of a governmental, parliamentary or local authority, flood, fire, tempest, earthquake, strike or lockout (subject to Sub-clause 19.2) or any other event, circumstance or cause, the party shall not be deemed to be in breach of its obligations under the Contract. The party shall immediately notify the other party and must take all reasonable steps to mitigate the consequences of its obligations.

19.1 In the event that either party is prevented from or delayed in fulfilling its obligations under the Contract by a circumstance or cause beyond its control including but not limited to war, national emergency, strikes, regulations, bye-laws, prohibitions or measures of a governmental, parliamentary or local authority, flood, fire, tempest, earthquake, strike or lockout (subject to Sub-clause 19.2) or any other event, circumstance or cause, the party shall not be deemed to be in breach of its obligations under the Contract. The party shall immediately notify the other party and must take all reasonable steps to mitigate the consequences of its obligations.

19.2 Sub-clause 19.1 shall not apply to strikes and lockouts where the party is not incapacitated.

19.2 Sub-clause 19.1 shall not apply to strikes and lockouts where the party is not incapacitated.

19.3 Each party shall be liable for any damages for any breach of the Contract and all expenses incurred by that party in enforcing its rights under the Contract.

19.3 Each party shall be liable for any damages for any breach of the Contract and all expenses incurred by that party in enforcing its rights under the Contract.

19.4 If and when the period of the Contract shall automatically terminate in writing.

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20. **Buyer's Duty To Advise C**

When placing the order the Buyer shall advise the Seller in writing of any special, legal, administrative or regulatory requirements applying in the territory in which the

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When placing the order the Buyer shall advise the Seller in writing of any special, legal, administrative or regulatory requirements applying in the territory in which the

- Buyer is to import, use or sale of the Goods and the made in such requirements
21. **Buyer's Duty To Comply**
- 21.1 The Buyer shall be legislation or regula country of destination
- 21.2 The Buyer is respon and other consents and, if required by t consents available t
- 21.3 [The Seller shall ass necessary.]
22. **Waiver**
- No failure or delay by the Contract or by law shall be and no waiver by the Seller to be a waiver of any subse
23. **Severance**
- 23.1 If any provision or p other competent au deemed to be delet enforceable as to its provision.
- 23.2 If any provision or p Clause 23.1 the par provision that, to the commercial result o
24. **ULISG 1980**
- The Uniform Laws on the I Convention on Contracts f and shall be excluded from the parties in writing.
25. **Third Party Rights**
- A person who is not a party the Contract under the Cor
26. **No Partnership or Agency**
- Nothing in this agreemen partnership or joint venture of another party, or authori on behalf of any other party
27. **Entire Agreement**
- 27.1 Except as may be e constitute the entire extinguish all previo representations and relating to its subject
- composition labelling distributors or Seller immediately of any change
- And Regulations**
- st for complying with any rtation of the Goods into the f any duties thereon.
- own cost, such import licences as are required from time to time make those licences and relevant shipment.
- uch customs declarations as are
- of its rights or remedies under the of that or any other right or remedy, on of the Contract shall be deemed or any other provision.
- Contract is held by any court or al or unenforceable, it shall be l continue to be valid and e remainder of the affected
- act is deemed deleted under od faith to agree a replacement e, achieves the intended
- ds laid down in the United Nations of Goods 1980 shall not apply to, pressly otherwise agreed between
- ve no rights to enforce any term of (parties) Act 1999.
- all be deemed to, establish any ies, constitute any party the agent enter into any commitments for or
- ontract, these Conditions parties and supersede and s, assurances, warranties, n them, whether written or oral,

- 27.2 No variation to these terms shall be made unless agreed in writing by the authorised representative of the Buyer.
28. **Governing Law and Jurisdiction**
- 28.1 The Contract and all disputes arising out of or in connection with it or its subject matter or claims (including non-contractual disputes or claims) shall in all respects be governed by the law of England and Wales.
- 28.2 The parties irrevocably and exclusively submit to the jurisdiction of the courts of England and Wales shall have claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or for its enforcement.

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Contract shall be binding or effective against the Buyer and the Seller or their authorised representative.

g out of or in connection with it or its subject matter or claims (including non-contractual disputes or claims) shall in all respects be governed by the laws of England and Wales.

of England and Wales shall have claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or for its enforcement.